



# **COLLECTIVE BARGAINING AGREEMENT**

between the

**Hendry County  
Education Association**

and the

**District School Board  
of Hendry County**

**July 1, 2018 – June 30, 2021**



## **DISTRICT SCHOOL BOARD of HENDRY COUNTY**

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P.O. Box 1980, LaBelle, Florida 33975-1980  
(Phone): (863) 674-4550

### **SCHOOL BOARD:**

District I	Dwayne E. Brown
District II	Eva S. Berg
District III	Amanda Nelson
District IV	Stephanie Busin
District V	Jon Basquin

### **SUPERINTENDENT:**

Paul K. Puletti

## **HENDRY COUNTY EDUCATION ASSOCIATION**

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Peace River Basin Service Unit/FEA  
3107 Oakmont Drive  
Avon Park, FL 33825

2018-2021 Collective Bargaining Unit Officers and Staff  
2018-2021 Hendry County Education Association's Collective Bargaining Team  
FEA Staff: Jim Demchak (PRBSU/FEA, Lead Negotiator)  
President: Kimberly Stitt  
Vice President: Lea Burnside  
Secretary: Cathy Adams  
Treasurer: Jacqueline Futch

### **HCEA'S 2018-2021 COLLECTIVE BARGAINING TEAM:**

Kim Stitt Chairperson (COE)  
Lea Burnside (LaBelle Middle School)  
Cathy Adams (Elementary School) UES  
Jacqueline Futch (Elementary School) COES  
James Demchak, Ph.D. PRBSU Executive Director

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## **TABLE OF CONTENTS**

	PREAMBLE.....	1
ARTICLE I	RECOGNITION/DEFINITIONS.....	2
ARTICLE II	ASSOCIATION AND TEACHER RIGHTS.....	3-5
ARTICLE III	NEGOTIATION PROCEDURES.....	6
ARTICLE IV	POLITICAL ACTIVITY.....	7
ARTICLE V	PERSONNEL FILES.....	8
ARTICLE VI	GRIEVANCE PROCEDURE.....	9-11
ARTICLE VII	CURRICULUM AND INSTRUCTION.....	12
ARTICLE VIII	TEACHING CONDITIONS.....	13-15
ARTICLE IX	TEACHER'S AUTHORITY AND PROTECTION.....	16
ARTICLE X	GENERAL EMPLOYMENT PRACTICES.....	17
ARTICLE XI	TRANSFERS AND REASSIGNMENTS.....	18-19
ARTICLE XII	TEACHER EVALUATION.....	20-21
ARTICLE XIII	EMPLOYER RIGHTS.....	22
ARTICLE XIV	LEAVE PROVISIONS.....	23-30
ARTICLE XV	INSURANCE.....	31
ARTICLE XVI	PROFESSIONAL COMPENSATION.....	32-34
ARTICLE XVII	MISCELLANEOUS.....	35
ARTICLE XVIII	NO STRIKE CLAUSE.....	36
ARTICLE XIX	TERM OF AGREEMENT.....	37

### **APPENDICES**

APPENDIX A	GRIEVANCE FORM .....	38
APPENDIX B	INSTRUCTIONAL SALARY SCHEDULE.....	39-48
APPENDIX C	SUPPLEMENT SCHEDULE .....	49
APPENDIX D	ATHLETIC SUPPLEMENT SCHEDULE .....	50

iii  
**PREAMBLE**

This Agreement is entered into this 17th day of September 2018 by and between the District School Board of Hendry County, Florida, hereinafter called the "Board," and the Hendry County Education Association, hereinafter called the "Association."

Inasmuch as the Board has agreed to negotiate in good faith with the Association as the exclusive representative of its teaching personnel with respect to salaries, hours, terms and conditions of employment, and in consideration of the following mutual covenants, it is hereby agreed as follows.

## **ARTICLE 1 - RECOGNITION/DEFINITIONS**

- 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time Teachers, Media Specialist, Guidance Counselors employed by the Board. Such representation shall exclude the Superintendent, Deputy Superintendents, Assistant Superintendents, Coordinators, Principals and any other person engaged at least 50 percent of the time in the direct administration and supervision of professional personnel. Clarifications of and amendments to the bargaining unit represented by the Association shall be by mutual consent of the Board and the Association or, in the case of a dispute, by determination of the Public Employees Relations Commission (PERC).
- 1.02 For the duration of this Agreement, the Board agrees not to negotiate with or recognize any Teachers' organization other than the Association for the purpose of collective bargaining to determine salaries, hours, terms and conditions of employment.
- 1.03 The following terms within the Agreement shall be defined as follows:
- 1.031 "Teacher(s)" shall refer to all full-time and part-time professional employees of the Board represented by the Association as listed in Section 1.01 above.
- 1.032 "Board" shall refer to the District School Board of Hendry County, Florida, which has the responsibility for the organization and control of the public schools of Hendry County.
- 1.033 "Association" shall refer to the Hendry County Education Association, the exclusive representative of the Teachers listed in Section 1.01.
- 1.034 "Superintendent" or designee shall refer to the chief executive officer and secretary to the District School Board of Hendry County, Florida, who has the responsibility for the execution of all rules and regulations of the Board and administration of the public schools of Hendry County.
- 1.035 "Principal" shall refer to the ranking administrator to whom the Teacher is responsible at the Teacher's school or work location.
- 1.036 "Agreement" shall refer to the full and complete agreements between the Board and the Association, duly signed and ratified, as set forth in this document.
- 1.037 "Days" shall refer to work days except when otherwise indicated.
- 1.038 Seniority: The longest uninterrupted service in a position, from the employee's most recent hire date, in the bargaining unit represented by HCEA.
- (A) Service shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement. A probationary or annual contract teacher who receives an effective or highly effective evaluation who is non-renewed and subsequently rehired for the following school year shall not have a break in service.
- 1.039 Effective July 1, 2013, Deans will be removed from the HCEA bargaining unit and shall be considered Administrative Personnel. Deans will be compensated based on the teacher salary schedule until a new Administrative schedule for Deans is developed. None of the Deans will be adversely affected financially as a result of this change in designation.
- Deans will only participate in teacher evaluations when they have received training and have been certified to do teacher evaluations. Final teacher evaluations will remain the responsibility of the Principal.

### **1.040 Relative: As defined by US Office of Personnel management (Appendix )**

## **ARTICLE II – ASSOCIATION AND TEACHER RIGHTS**

- 2.01 The Board hereby agrees that every full-time and part-time Teacher, Librarian, Guidance Counselor, and others included in the HCEA Bargaining Unit and thus employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Florida, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any Teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any Teacher with respect to wages, hours, terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or by collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- 2.02 The Association and its representatives shall have the right to use school buildings as prescribed by Board policy.
- 2.03 The Association shall have the right to post notices of activities and matters of the Association concern on appropriate and specifically assigned bulletin boards at least one of which shall be provided in each school center. Such materials for posting shall have the signature of a staff person, an elected officer, or an HCEA representative. Association bulletin boards shall not be used for posting of any public political campaign materials or anything libelous or slanderous in nature. The Association shall have the right to use Teacher mailboxes for communications to Teachers except to Teachers who file an objection with the Principal. The Association shall have the right to use Teacher mailboxes and the district email system e-mail system to conduct the executive business of the Association. This communication will take place among the president, executive officers, representatives, and instructional staff. The Association further understands that communications used via the First Class system become public information and must be archived.
- 2.04 Upon prior notice to the Principal, the Association's Business Agent or representative will be permitted to contact elected officers, committee members, bargaining unit employees, or grievants on school property provided that this shall not interfere with or disrupt normal school operations. Association's representatives will follow district procedures for signing in and visiting school campuses.
- 2.05 The Board agrees to furnish to the Association upon request all public information, and will post board minutes and board meeting agendas on the website.
- 2.06 Religious or political activities of any Teacher or the lack thereof after school hours shall not be grounds for any discipline or discrimination with respect to the professional employment of such Teacher. The private and personal life of any Teacher is not within the appropriate concern or attention of the Board unless the Teacher is guilty of personal conduct which reduces his/her effectiveness as an employee of the Board.
- 2.07 The provision of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, or marital status.
- 2.08 Any Teacher who is a member of the Association or who has applied for membership may sign and deliver through the Association to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year thereafter unless thirty (30) days written notice of membership revocation is given to the Association President and forwarded to the H.C.S.B Payroll department..

Pursuant to such authorization, the Board shall deduct such sum as authorized in bi-weekly payments as submitted to the payroll department from the Teacher's regular salary check beginning with the salary check received by the Teacher in the month following the date of authorization. The deductions shall be remitted not less frequently than monthly to the Association. A processing charge of five (5) cents per deduction, per member, will be remitted to the Board by the Association.

- 2.09 The Association agrees to indemnify and hold the Board harmless against all claims, demands, suits or other forms of liability that might arise by virtue of the Board's action in compliance with Section 2.08 above.
- 2.10 Upon appropriate written authorization from the Teacher, the Board shall deduct from the salary of any Teacher and make prompt remittance for annuities, credit union, savings bonds, insurance or any other plans or programs approved by the Board. Payroll slots for other Unions or Associations must be agreed to by both parties.
- 2.11 The Association Faculty Representative shall be given an opportunity at the end of each building faculty meeting to present brief reports and announcements.
- 2.12 Teachers shall be informed of any complaint or charge brought forth by students or parents and will be provided an opportunity to be present and participate in any administrative conference or hearing called to investigate such complaint or charge and shall be given a copy of any and all written materials related thereto. No investigation, beyond a preliminary inquiry may be undertaken without written notice to the Teacher. Such notice shall include a statement of the cause giving rise to the investigation.
- 2.121 All investigation, administrative conferences, hearings into complaints or charges and/or discipline of a Teacher(s) shall be conducted in as confidential and private of a manner as possible by HCSB Administrators assigned to such tasks.
- 2.122 When a written statement from a teacher is requested by an Administrator regarding an investigation of any sort, the teacher shall be afforded at least 24 hours to provide said statement.
- 2.13 At the discretion of the faculty, Faculty Advisory Council (FAC) may be established at each school for the purpose of acting as an advisory group to the school's administration. At the discretion of the faculty, One (1) Teacher from each recognized department or team shall be elected by the members of such department or team to serve on the FAC.
- 2.131 The chairperson of the FAC shall be elected each year by a majority of the teachers on the FAC. Prior to each meeting of the FAC, the chairperson shall create an agenda comprised of concerns raised by members of the FAC (on behalf of the faculty). The FAC and Principal shall meet upon the request of either party when the majority of the students are not in the school building, for the purpose of reviewing and discussing local school goals, policies and practices or other concerns. Designated HCEA school level representatives shall serve as members of the FAC.
- 2.132 Each school's FAC shall elect one of its own members to serve with the Superintendent and HCEA President, or their designees, as part of a joint Administration/Association District Council (ADC). The ADC shall meet upon the request of the Superintendent and/or HCEA President.
- Each school's Faculty Advisory Council shall serve as the committee to review and recommend by a majority vote to the Association all proposals requiring waiver requests of any portion of this Agreement as set forth in Section 3.01.
- 2.14 When a conference is to be called or conducted by a Principal regarding discipline of a Teacher, the affected Teacher shall be afforded all rights entitled to under the Weingarten Act, including the right to secure a witness or representative of his/her choosing. The Teacher shall have 3 working days in order to secure said witness or representative.
- 2.15 The Association shall name annually three Teachers to a joint, nine member (including 3 members from the HESPA Unit and 3 Administration members) Association/Administration Calendar Committee (ACC) charged with advising the Superintendent or his designee regarding each year's school calendar. In the event an emergency, such as weather event, causes the loss of instructional time during a school year, HCEA will provide two representatives on a

sub-committee to work with the same number of Superintendent Designees to complete a plan to make up the lost time. The sub-committee must approve the changes to the calendar prior to the changes being submitted to the Board. This meeting will occur within three days of the reopening of school. This plan to make up lost instructional time may include, but is not limited to the following: The use of teacher work days or holidays, adding additional time to the school day, or adding time at the end of the year.

- 2.16 Upon request of the Association, leave without loss of compensation or benefits shall be granted to representatives of the Association as designated by its' President in order to attend conferences, sessions, or meetings dealing with the work of the Association. Exclusive of the president, the combined total number of hours granted under this provision shall not exceed 225 hours (moved from 8.17)

### **ARTICLE III – NEGOTIATION PROCEDURES**

- 3.01 This Agreement shall not be modified or amended without the mutual consent of both parties. A mutually acceptable amendment or modification of this Agreement shall be subject to ratification by the Board and the Association, the same as this Agreement.

The process for submitting and seeking approval of a proposed waiver of any portion of this Agreement shall be as follows:

- 3.011 Each school's Faculty Advisory Council (FAC), established in accordance with article 2.13 of this Agreement, shall have the exclusive authority for submitting a proposed waiver of any portion of this Agreement to the Association.
- 3.012 No proposed waiver may be considered unless it first has been recommended by a majority of the school center's FAC. Once recommended and approved in this manner, the proposed waiver of any portion of this Agreement must be submitted to and approved by a majority vote of the Executive Board of the Association.
- 3.013 In regard to any language waiver obtained from the Association and the Board, it must be in writing and must specify the contractual provision(s) waived, the nature and duration of the waiver, and the Teachers affected by the waiver. The waiver, if granted by both the Association and Board, will be considered an addendum to the Collective Bargaining Agreement; and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article VI of this Agreement.
- 3.014 Except to the extent waived pursuant to the sections noted above, this Collective Bargaining Agreement will remain in full force and effect.
- 3.02 Negotiations shall be conducted annually and shall begin upon written notice being submitted to the other party prior to June 15 of each year. Once such notice is given, negotiations shall be initiated within thirty (30) days following such notice.
- 3.03 In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiation representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the bargaining unit voting. The parties pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.
- 3.04 During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines, after a reasonable



time, that the differences of position warrant the declaration of impasse; then the impasse procedure and process set forth in Florida Statute 447 shall be invoked.

- 3.05 It is understood and agreed to by both parties that all provisions in this Agreement shall remain in full force and effect until modified through the bargaining process or court action or procedures pursuant to Ch. 447, Florida Statutes.

#### **ARTICLE IV – POLITICAL ACTIVITY**

- 4.01 All Teachers shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida. Political campaign material in support of any candidate or party shall not be worn on a teacher's person while on campus during work hours.
- 4.02 All Teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value or engaging in any political work or activity against their wishes under the assumption that failure to do so will, in any way, affect their status of employees of the school system.

#### **ARTICLE V – PERSONNEL FILES**

- 5.01 No derogatory materials of a disciplinary nature relating to work performance or other matters that may be cause for discipline shall be placed in a Teacher's personnel file without his or her knowledge. The teacher shall affix his or her signature to such entries to indicate only that he or she is aware of the entry. The Teacher shall have the right to respond to any material placed in the personnel file, and his or her answer shall be affixed to the material and placed with it in the Teacher's file.
- 5.02 Review and copying of file: Each teacher shall have the right, upon request, to review and reproduce any of the contents of his/her personnel file. A representative of the HCEA may, at the request of the Teacher, accompany the Teacher in such reviews and may upon written authorization by the teacher, review and reproduce any of the contents of the Teacher's personnel file. The review or reproduction of the contents of a Teacher's personnel file shall be made in the presence of the administrator or confidential designee responsible for the safekeeping of such file. A teacher's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statute 1012.31
- 5.03 According to F.S. 1012.31 (1c) a Teacher shall receive copies of materials added to personnel files. In addition, a review record will be maintained to show who is entering and reviewing personnel files. The term personnel file shall be defined as in F.S. 1012.31 (4).
- 5.04 Anonymous items: No items from any anonymous source or reference to anonymous information may be placed in the personnel file.
- 5.05 Investigative File: Files established by the District as a result of an investigation of a Teacher shall be in accordance with the provisions of Florida Statute 1012.31

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **6.01 PURPOSE**

- 6.011 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from alleged infractions of the terms of this Agreement.
- 6.012 Both parties agree that these procedures will be kept as informal and confidential as may be appropriate and without public disclosure prior to reaching disposition at Level III.
- 6.013 Nothing in this Agreement shall be construed to prevent any individual from presenting his grievance to the Board without intervention by the Association.

### **6.02 DEFINITIONS**

- 6.021 The term grievance shall mean a written allegation by a grievant that a controversy, dispute, disagreement or violation of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this Agreement.
- 6.022 The term grievant shall mean a Teacher, the Association, or a group of Teachers filing a grievance.
- 6.023 The term day shall mean work days.

### **6.03 EMPLOYEE'S INITIAL RESPONSIBILITY**

- 6.031 Once a Teacher(s) or the Association believes that there is a basis for a grievance, he/she first shall discuss the alleged grievance in an informal meeting. The informal discussion shall be held within twelve (12) days following the event or incident giving rise to the alleged grievance with his/her immediate supervisor. Such discussion of the alleged grievance shall be held between the Teacher and his immediate supervisor. The Teacher may be accompanied by an Association Representative if so desired.
- 6.032 If the informal discussion does not resolve the alleged grievance, the formal grievance procedure may be invoked by submitting the designated form set forth in annexed Appendix A with the appropriate signature affixed.
- 6.033 The parties agree that the HCEA has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the HCEA waives its right to process a grievance because the unit member is not a dues-paying member of the union. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure inclusive of arbitration.
- 6.034 Public Records Request: The School District shall provide the HCEA public records upon request in a timely manner and in accordance with Florida law. Timeliness shall be a priority of the District when the records request is connected to a grievance.

## 6.04 PROCEDURE LEVELS

### 6.041 Level One

The grievant may submit within seven (7) days following the informal meeting with the immediate supervisor as set forth in 6.031 a copy of grievance Form (Appendix A) to the immediate supervisor.

Within seven (7) days of receipt of the grievance form, the immediate supervisor shall meet with the grievant and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing on form A within seven (7) days after such meeting and shall furnish a copy to the grievant within seven (7) days.

By mutual agreement of the immediate supervisor and the grievant, such meeting shall be waived.

### 6.042 Level Two

If the grievant is not satisfied with the disposition of the grievance made at Level One, or if no disposition has been made within ten (10) days from the date of filing, the grievance shall be transmitted to the Superintendent by filing a copy with the Superintendent within five (5) days. Within five (5) days of receipt of the grievance, the Superintendent (or designee) shall meet with the grievant and the Association to resolve the grievance. A written disposition of the grievance in writing on form A by the Superintendent shall be provided to the grievant(s) no later than five (5) days after such meeting.

### 6.043 Level Three

If the grievant is not satisfied with the disposition of the grievance by the Superintendent at Level Two, or if no disposition has been made by the Superintendent within the ten (10) days from the date of receipt of the grievance by the Superintendent, the grievance may be submitted to the Board in writing on form A within seven (7) days.

The Board shall meet with the grievant and the Association representative on the grievance within twenty (20) days of receipt of the grievance. A written disposition of the grievance shall be made by the Board on form A-4 no later than seven (7) days from the date of the Board hearing on the grievance.

This step may be waived by mutual consent of both parties.

### 6.044 Level Four

Mediation - This step may be waived by mutual consent of both parties

If the grievant/Association is not satisfied with the disposition of the grievance from the District level III hearing, the grievance may be referred to mediation. The grievant/Association and the District may mutually agree to submit a grievance to mediation. The grievant/Association shall notify the District in writing within six (6) duty days of the conclusion of Step III of the grievant/Association's desire to refer the grievance to mediation. The District shall respond to the request for mediation within six (6) duty days of the written request.

- a. Within six (6) duty days following the agreement of mediation, the grievant/Association shall request mediation services with FMCS. The mediation conference shall be scheduled at a mutually convenient location and time.

- b. There shall be one designated spokesperson from each party at the mediation conference.
- c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.
- d. The presentation of facts and considerations shall not be limited to those presented at Step II of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made.
- e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.
- f. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

#### 6.045 Level Five

If the grievant is not satisfied with the Board's disposition, or if no disposition has been made by the Board within twenty-five (25) days from the date of receipt of the grievance by the Chairman of the Board, the grievant may submit the grievance to final and binding disposition as provided for in 447.011 of Florida's Collective Bargaining Law (CH 74-100), except for exclusions listed elsewhere in the Agreement.

An arbitrator shall be selected with the consent of both parties. If no arbitrator can be mutually agreed upon, the Federal Mediation and Conciliation Service shall be called upon to furnish a list of seven (7) arbitrators according to its rules and policies, which rules likewise shall govern the arbitral proceedings. The arbitrator's decision shall be in writing, and such decision shall be submitted to the Board, grievant and the Association and shall be final and binding upon the parties.

The Board and the grievant shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

The costs for the services of the arbitration shall be divided equally between the parties to the grievance.

#### 6.05 OTHER PROVISIONS

- 6.051 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- 6.052 Whenever illness or other incapacity of the grievant or immediate supervisor prevents his presence at a grievance meeting. The time limit shall be extended to such time that the grievant and immediate supervisor can be present.

- 6.053 When grievance meetings are held during school hours, at employer's request, all Teachers whose presence is required shall be excused with pay for that purpose.
- 6.054 A Teacher who participates in any grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation.
- 6.055 The grievant shall be entitled to the benefit of counsel at any level but at no expense to the Board of such counsel.
- 6.056 The grievance form referred to in this procedure shall be as per Appendix A. The form may be photocopied, downloaded, or supplied by the Association at no cost to the Board.
- 6.057 Failure by the grievant to submit the grievance to the next level of the procedure in the specified time limits shall constitute acceptance and shall close the matter.
- 6.058 Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 6.059 All members of the bargaining unit may have the right to be represented by the Association in the determination of a grievance. Nothing herein shall be construed to mandate Association representation of a bargaining unit member who is also not a member of the Association. However, nothing in this part shall be construed to prevent any member of the bargaining unit from representing his/her own grievance in person or by legal counsel and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, and if the Association has been given the opportunity to be present at any meeting called for the resolution of such grievance.
- 6.0510 If a grievance affects a group or class of Teachers in more than one school/work site, the grievants may submit such grievance in writing to the Superintendent directly; and the processing of such grievance will commence at a Formal Level II. Such grievance shall be signed by at least two (2) Teachers, or the Association President.

## **ARTICLE VII - CURRICULUM AND INSTRUCTION**

- 7.01 The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- 7.02 The School Board supports the concept of academic freedom as set forth in the laws of Florida and the policies of the School Board.
- 7.03 Reference Materials: the Board agrees to continue to make available to Teachers the reference materials maintained by the district. Principals are encouraged to provide additional reference materials of high use in schools where feasible.
- 7.04 Materials: The Board agrees to provide the following materials :Safety equipment, i.e. safety glasses or visors, lab coats and/or shop aprons, gloves and sanitation supplies for those teachers

who are assigned in subject areas or work with students where the items are necessary, educational computer software, appropriate texts, library reference facilities, maps, globes, laboratory equipment and computers or computer laboratories in sufficient numbers to Florida Department of Education testing requirements, current periodicals, standard tests and questionnaires, musical equipment, art supplies, and physical education equipment. The Board recognizes that the above listed items are necessary tools of the teaching profession and agrees to allow Teachers to participate in their selection as long as it is consistent with Board policy and fiscally reasonable and prudent. The Administration agrees to allow teachers to petition through HCEA to the assistant superintendents any concerns regarding equitable distributions of materials, supplies, and textbooks. Additionally, the assistant superintendents agree to respond in writing to any such teacher concerns. (moved from 8.03). (combines old 7.04 & 7.05)

- 7.05 Copying/Printing Equipment: The Board agrees to make available and accessible in each school fully functioning printing equipment and fully functioning copying facilities. As well as, computer equipment with Internet access to aid Teachers in the preparation of instructional materials. Reasonable restrictions shall not be placed on a Teacher's use of the equipment for teaching purposes. In addition, the Board shall make available the capability to print in individual classrooms or team or common planning areas. The Board shall furnish without cost to employees ink, paper, and other supplies necessary for use of such printers up to a set amount for each school year which will be determined by the school principal.
- 7.06 Media Center: The District will make every effort to continue to provide a media center staffed by a media specialist in each school to supplement and complement the required curriculum.
- 7.07 Submission of Grades: Teachers shall not be required to submit grades until the end of the work day 2 days following the end of the grading period.
- 7.08 Changing Student Grades: The Teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the policies of the District and affected State Statutes.
- 7.09 CREATION OF MATERIALS
- 7.091 Title to patents and copyrights of materials or equipment developed on school time or utilizing school supplies are equally the property of the Board and the employee. Clear title shall vest in the Board if the employee, for any reason, terminates his/her employment. An employee changing work locations within the county may retain physical possession of such materials, with the approval of the employee's current administrator.
- 7.092 Any materials or equipment created as a result of an employee's contractual obligations to develop such materials are the property of the Board.

## **ARTICLE VIII - TEACHING CONDITIONS**

- 8.01 The Board and the Association acknowledge that a Teacher's primary responsibility is to teach and that his energies shall be utilized to this end. Therefore, the Board agrees that non-teaching duties shall not unduly interfere with the Teacher's primary instructional duties, although it is recognized that it will be necessary for Principals to assign job-related duties to Teachers. Duties deemed necessary by the Principal should be assigned in a fair and equitable manner.
- 8.02 The Teacher's basic workday will be seven and one-half (7 1/2) hours with the exception of those days on which faculty meetings or Parent-Teacher Conferences have been scheduled.
- The basic workday will include: all instructional time, no less than thirty (30) minutes of continuous planning/preparation time, no less than thirty (30) minutes duty-free lunch, and any other related duties assigned by the Principal.
- Whenever possible, planning/preparation time for teachers will be scheduled within the student day. Every classroom teacher (teachers with students assigned to them daily as a class) will be

guaranteed at least 60%, or three out of five days, of his or her weekly planning time, except in the case of an unusual circumstance or an emergency. Teacher planning time includes team, grade level and facilitated planning. Individual classroom planning time can be defined as time for a teacher to plan, grade, make phone calls to parents, organize or create teaching materials, research, conduct parent conferences, or take care of other business related to the successful and positive management of the classroom environment.

- 8.03 Any Teacher who feels that his/her preparations or teaching load is excessive may file a written request with the Principal for an evaluation of the situation. If the Teacher is dissatisfied with the response of the Principal, he/she may forward a copy of his/her request, together with the Principal's response to the Superintendent or his/her designee for review and consideration. The decision of the matter(s) brought forward may not be the subject of a grievance under Article VI of this Agreement. (moved from 7.03).
- 8.04 If it becomes necessary for a teacher to be moved to teach in a grade level or subject area that is not covered by the scope of his/her teaching certificate, the district will reimburse the teacher for the cost of a successfully completed Subject Area Exam or for a successfully completed college credit course. The course grade must be a "B" or better and must satisfy all requirements that would keep the teacher in compliance with DOE out-of-field requirements.
- 8.041 Continuing teachers shall be given as much advance notice as possible if the subject area and or grade level that he/she will be teaching will be changing in the coming semester or school year. The Board agrees to provide HCEA an "out of field" report in October and February when requested.
- 8.05 The Board shall make available restroom and lavatory facilities exclusively for Teacher use in each school. One room will be reserved for use as faculty planning room. Parking facilities will be provided at each school for the Teacher's use.
- 8.06 Telephone facilities shall be provided for the professional use of each Teacher.
- Each Teacher shall promptly report in writing to the Principal any physical condition in the school which he considers to be potentially unsafe, hazardous or unhealthy to the well-being of the students and/or employees in the school using the form found in appendix .
- 8.07 With the exception of emergency situations, Teacher participation in extracurricular activities outside of the regular workday, and for which no additional compensation is paid, shall be strictly voluntary.
- 8.08 Faculty meetings ordinarily will be scheduled during the regular workday; but in the case of special needs, faculty meetings may be extended beyond the regular workday without additional compensation. High Schools and other locations where students attend school right up to the end of the teachers' contractual day will make every effort to limit the number and length of after school faculty meetings as much as possible. Each school will designate a school calendar committee (SCC) prior to the beginning of the school year. The SCC shall include a minimum of one teacher designated by HCEA, and the composition of the committee should represent the interests of the entire faculty and staff. The SCC will review and advise the building administration on a yearly calendar of faculty meetings, professional days, parent/teacher conference days, progress report dates and/or any other events scheduled in addition to the regular instructional calendar. Each SCC shall have the annual calendar completed and available to the faculty by September 15<sup>th</sup> of each school year. Every effort will be made to communicate the school calendar to all faculty and staff, and should include starting/ending times. Emergency meetings may be held without prior notification at the discretion of the Principal. Such emergency meetings shall not continue more than thirty (30) minutes beyond the regular workday. A record of all emergency or non-scheduled meetings will be attached to the school's annual calendar, and it will be kept on file for future planning. Administration will make every effort to provide a minimum of 24 hour advance notice, for any additional meetings not referenced on the school's annual calendar or meetings which require additional time.
- 8.09 When school is not in session, individual Teachers may be given access to their work stations by arranging such access with the Principal.

- 8.10 The Board shall provide each Teacher with a duty-free lunch of not less than thirty (30) continuous minutes, except when in the judgment of the Principal an unforeseen emergency situation requires assistance with supervision of the lunch program. The thirty (30) continuous minutes of lunchtime shall be exclusive of the time necessary to supervise or escort students to their lunch period.
- 8.11 An annual contract or probationary contract teacher whose contract will not be renewed for the following year will receive a copy of his or her final evaluation, if available, or the principal's portion, if the final is not available, within five days of not being renewed. The non-renewal determination and notification will occur no less than ten (10) calendar days prior to the last school day for students. If the calculation of the ten (10) calendar days falls on a Saturday, the default day for notification will become the Friday before. If it is a Sunday, it will become the Monday after.
- 8.12 It shall be the goal of the Board to maintain classroom and other areas of each school in a reasonably clean condition subject to reasonable limitations.
- 8.13 Any incident of alleged professional abuse or harassment upon a Teacher by an administrator shall be grounds for a formal grievance in accordance with Article VI. Teachers are protected from bullying and harassment, including cyber-bullying, as outlined in the District Bullying and Harassment Policy number 340 and by all applicable state statute.
- 8.14 It shall be a goal of the Board to ensure that each Teacher is provided the opportunity to receive technological training appropriate to his/her instructional assignment and will have available the necessary technical support and assistance to assure the proper functioning of the technology equipment and software programs provided by the Board.
- 8.15 (moved to 2.16)
- 8.17 Only personnel trained as Nurses, UAP's, First Responders or other appropriate medical personnel at schools will be assigned the responsibility for the clinic or medical procedures except in the case of an emergency.
- 8.18 Upon teacher request, an administrator, or his or her designee, may be requested to be in attendance at a parent conference or meeting where there is a reasonable expectation of inappropriate behavior toward the teacher by the parent or guardian. When possible, the administrator, or his or her designee, shall meet prior to the conference to develop a positive focus for the meeting and a strategy to maximize conference effectiveness for all parties.

#### **ARTICLE IX - TEACHER'S AUTHORITY AND PROTECTION**

- 9.01 The Teacher recognizes his/her responsibility to promote proper conduct of all students under his/her supervision in the school buildings and on the school grounds as well as in his own classroom. The Teacher will cooperate with the Principal in securing and maintaining proper school discipline. Student discipline is based on the requirement that all students must adhere to a reasonable code of acceptable behavior and to comply with all school rules and regulations.
- 9.02 The Board recognizes its responsibility to adopt rules and regulations for the control, discipline and suspension of pupils and to decide all cases recommended for dismissal.
- 9.03 Teachers, with the assistance of the school administration as needed, are responsible for maintaining student discipline in the classroom and throughout the school grounds. In carrying out this task, the Teacher shall have the authority given him in accordance with F.S.1003.32



- 9.04 A Teacher may impose customary classroom discipline as outlined in Board policy and may use such force as is necessary to protect him/herself from attack or to prevent injury to another pupil.
- 9.05 A Teacher may refer a student to the Principal's office when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. If a Teacher refers a student from the classroom for any reason, the student must be sent to the Principal's office with a written explanation of the reason for the referral, which the teacher will provide as soon as possible
- 9.06 Any case of assault upon a Teacher in the performance of his/her duties shall be promptly reported to the Board or its designated representative. The Teacher assaulted is free to exercise his/her right to file a complaint with the proper authorities and take whatever legal action he deems appropriate.

Time loss by a Teacher in connection with such an assault shall be handled as follows:

- 9.061 Time for appearances before a judicial or legal authority shall result in no loss of pay or reduction in accumulated sick leave.
- 9.062 In case of disability from a physical assault, the Teacher may apply for illness-in-line-of-duty leave as set forth in the Florida State Statutes. In order to document the injury the Teacher should complete and submit a First Report of Injury Form to the Principal or Supervisor. If the teacher needs medical attention he/she will be directed to a medical facility. If verified, the injury/illness and any related absence will be submitted to Worker's Compensation.
- 9.07 No disciplinary action against a Teacher shall be taken on the basis of a complaint, nor shall any notice thereof be included in the Teacher's personnel file, unless the matter is first reported to the Teacher in writing by the person receiving the complaint.
- 9.071 Every effort will be made to respect the professionalism of teachers. When it becomes necessary for teachers to be interviewed by law enforcement officers, to the extent possible, such interviews will not take place in the presence of students.
- 9.08 The Board may provide legal services to the extent provided by law for Teachers who may be sued in tort for accidents which occur while the Teacher is on duty.

#### **ARTICLE X - GENERAL EMPLOYMENT PRACTICES**

- 10.01 A substitute, if available, shall be employed in the event the regular Teacher is unable to perform his or her assigned duties for one half day or more. Only in an emergency situation shall a Teacher be requested to substitute in the absence of another Teacher.

Teachers will be asked to substitute from a pre-determined list of volunteers. Any other such substitutions from non-volunteer teachers will be limited to one day per grading period.

Any teacher may be assigned as a classroom substitute for emergency purposes only, and only after all other remedies have been exhausted. A secondary teacher assigned to substitute will have a 30 minute extended day, and will be compensated at the teacher's regular hourly rate. Elementary Teachers who experience an increase in their normal workload by accepting a portion of the students assigned to an absent Teacher in order to cover a class when no substitute is available shall have their pay increased by \$25.00. The class will be divided as equally as possible among no more than four Teachers.

- 10.02 Upon written request Teachers who apply will be afforded the opportunity to conduct professional development workshops in order to help meet Hendry Teacher Evaluation System qualifications.
- 10.03 Lead teacher positions shall be rotated annually between qualified applicants. Qualifications include at least the following: Completed three (3) years in the district at the time of application;

Completed Clinical Education training. Be a member of the team/department for the position applied for; and have an evaluation rating of at least effective for the past year. If no qualified applicant applies the principal may open up the position to the other grade level/department employees. The principal at each site shall advertise to all teachers, within the site, during the first two (2) weeks in April. After the application window closes, the principal will interview and select the candidate to recommend to the Superintendent for nomination to the Board for the first Board meeting in May for action. All principals shall notify all applicants in writing as to their decision for recommendation by April 30th of each year.

- 10.04 Both parties agree that upon employment of a HCEA unit member, the person being fingerprinted will be responsible for paying the cost of the Level 2 screening. The school district will pay the annual fee charged for each unit employee to maintain them on the Fingerprint Data Base being created by the Florida Department of Law Enforcement. In addition, the District will pay for the unit employees' Level 2 screening fee, which is required by F.S. 1012.465(2) once every five years.
- 10.05 If a meeting or conference is recorded the teacher will be notified in advance in writing of the event. All meeting participants will have access to a true and accurate copy of the recorded event.
- 10.06 The Administration will take appropriate disciplinary actions against any student or employee that participates in cyber-bullying or who makes an unauthorized recording of a teacher.
- 10.07 Any discipline of an employee including reprimand, disciplinary suspension, or demotion while under an annual, psc or cc contract shall only be for just cause as defined in Florida Statute 1012.335.

#### DISCIPLINARY ACTIONS

- Section 1
- a. This Article covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.
  - b. All facts pertaining to a disciplinary action shall be investigated as promptly as possible. Actions under this article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

Section 2 Disciplinary actions shall be governed by applicable statutes.

- Section 3 An employee against whom action is to be taken under this Article shall have the right to due process.
- a. Prior to discipline the supervisor must conduct a fair and objective investigation.
  - b. Discipline shall be progressive in nature, however certain serious breaches of conduct may result in immediate termination

Section 4 The Union shall be provided with a copy of all correspondence that is related to the action of the employee the Union is representing.

Section 5 The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed actions. This amount of time is to be mutually agreed upon by the parties.

Section 6 Administration involuntary reassignments to other schools, retraining, recertification, oral counseling, and remedial training shall not be considered disciplinary actions and shall not be used as a substitute thereof.

Section 7 Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts have occurred within the five years preceding the existing allegation and are reasonably related to the existing allegation. All previous charges or actions must have been shared with the employee.

Section 8 Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of Schools. Except in cases

that constitute a real immediate danger to the district or other flagrant violations, progressive discipline shall be administered as follows:

- 1) Corrective discussion (verbal) notation only in site notes to sunset at the end of the school year.
- 2) Corrective summary (letter of concern) sunset after a period of 5 years if no actions of a similar nature have occurred.

Steps 3-5 only may be appealed through the grievance process

- 3) Written warning (reprimand)
- 4) Suspension without pay up to 5 days
- 5) Dismissal. (Termination)

#### Section 9 SUNSET OF LETTERS OF REPRIMAND

Letters of reprimand in an employee's official personnel file SHALL BE DEEMED AND MARKED AS SUCH, "No longer valid for discipline" after a period of five (5) years. It is understood the District will only follow this section if a file is reopened for new discipline.

- 10.08 WORK PLACE CIVILITY: Employees shall not engage in speech, conduct, behavior (verbal or non verbal), or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace. Bargaining unit employees may address alleged violations of this provision by filing an incident report with the supervisor against the person allegedly committing the violations, The resolution of a complaint under this provision may result in disciplinary measures which include reprimand (verbal or written), involuntary transfer, suspension (with or without pay), and possible termination.

### **ARTICLE XI - TRANSFERS AND REASSIGNMENTS**

- 11.01 All known instructional and administrative vacancies will be posted at the county office and sub-office and on the Hendry County Schools District website at least five (5) days prior to the filling of such vacancies.

#### Voluntary Transfers

- 11.02 Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another class, building or position shall file a written statement of such desire with his Principal or Superintendent.
- 11.03 Teachers who have requested transfer or reassignment shall be notified in writing of the administrations action on said transfer or reassignment as soon as action is taken.

#### Involuntary Transfers

- 11.04 The Superintendent may, when deemed in the best interest of the school system, recommend to the Board an involuntary transfer of a Teacher. Prior notice of the impending transfer will be communicated to the Teacher, and a conference with the Superintendent may be scheduled prior to the final recommendation. A Teacher who is being considered for an involuntary transfer for the start of a new school year shall be given written notice twenty (20) calendar days prior to the first teacher work day of the new school year. If it is necessary to make an involuntary transfer during the school year, the Teacher(s) being considered shall be given a minimum of ten (10) calendar day's written notice.

A Teacher will be provided the opportunity to apply for a voluntary transfer prior to consideration of an involuntary transfer to another school.

#### 11.041 Turnaround Schools

In the event that any under-performing school in the District becomes managed by an entity other than the local School Board and Superintendent,

- a. any employees that request a transfer from that school shall be placed in comparable positions at another school before any new employees are hired, provided that the transferring employee has an Effective evaluation rating or higher from the previous year and possesses the job qualifications, training, and/or certification;
- b. employees with Professional Service Contracts or Continuing Service contracts shall be given priority in transfer requests over employees with probationary or annual contracts;
- c. any employees who remain employed at that school will be considered "on leave" and their time spent at that school shall not constitute a break in service should they transfer to another district-managed school at a later date or should their school return to district management.

#### Reduction In Work Force (RIF)

11.05 In the event the Board determines that a reduction in work force (RIF) is necessary, it shall give written notice to the Association twenty (20) days prior to implementing such Teacher reduction.

- a. The Superintendent shall determine the layoff area (e.g. Math, P.E., Guidance, etc.) and number of positions affected in each layoff area in secondary schools and the number of positions in elementary schools in which reductions shall be made. The names, schools and teaching areas of all Teachers whose contracts are to be terminated because of a reduction in force shall be given, in writing, to the Association.
- b. Should the School Board have to layoff Teachers in any of the areas identified in Section 11.05 a, the district will retain teachers based on the educational program needs and the performance evaluations of the employees within the affected program areas. The following criteria in accordance with 1012.33 (5) will be used as a basis for determining those teachers to be laid off:
  1. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first released; the employee with the next lowest performance evaluations must be the second to be released, and reductions shall continue in like manner until the needed number of reductions has occurred.
  2. If an open position is available at the time of the RIF, employees that have been released under section 1 above who are certified and meet the qualifications of a position in an unaffected area, shall be transferred to the open HCEA bargaining unit position.
  3. If there are multiple properly certified candidates for an open position, candidates will be transferred based upon highest performance evaluation.

The HCEA Leadership will be consulted should the district be faced with a RIF situation.

c. No assignment of personnel new to the school system to a vacancy or new position shall be made until all RIF recalls and pending requests for transfer to the position by current Teachers have been acted upon. In acting upon such reassignment or transfer requests, the decision of the Superintendent or Principal shall be based upon comparison of each candidate's current certification, performance, based on teacher evaluation, in the teaching area(s) related to the vacancy or new position. The decision on the matters brought forward may not be grieved beyond level two of the grievance procedures set forth in Article VI of this Agreement.

d. Teachers laid off pursuant to this Article shall be given the opportunity to continue insurance coverage in existing programs during the layoff provided that the premiums for such insurance programs shall be paid by the Teacher on a monthly basis in advance of the month due.

e. Any Teacher who would have qualified for normal retirement, age 62 or 30 years, during the reduction year shall be permitted to teach through that year so as to acquire needed service to retire or vest retirement benefits.

#### 11.06 RECALL

The following procedures shall be followed for recall of employees:

- a. The School Board and Superintendent shall determine the layoff areas in secondary schools and the number of positions in elementary schools in which recall will be made and the number of Teachers to be recalled.
  - b. Recall will be implemented using the same criteria as reduction in force. Recall notice will be made by phone or in the most expedient manner possible.
  - c. Any Teacher recalled shall accept recall within two weeks of the mailing date of the recall notice. Any Teacher not accepting recall shall forfeit all rights to recall.
- 11.07 Teachers laid off pursuant to this Article shall be given the opportunity to continue insurance coverage in existing programs during the layoff provided that the premiums for such insurance programs shall be paid by the Teacher on a monthly basis in advance of the month due.
- 11.08 Any Teacher who would have qualified for retirement during the reduction year shall be permitted to teach through that year so as to acquire needed service to retire or vest retirement benefits.
- 11.09 The term of recall rights shall be for fifteen (15) months for all Teachers.

### **ARTICLE XII - TEACHER EVALUATION**

- 12.01 The Principal or Assistant Principal shall be responsible for the formal assessment of each Teacher assigned to the school. The Instructional Employee District Evaluation System is by law a part of this agreement and will govern assessments.

- (1) A copy of the overall rating/score will be provided to each teacher as soon as is practical after the district is in receipt of this information from the state. The release date of the overall rating scoring data will be determined in consultation with HCEA leadership.

Roster Verification: The District will provide training each year during the regular school day, for the student roster verification process. This training will include written directions for roster verification that are clear and easily understood. It shall also include contact information regarding who to call for assistance with the verification process.

Teachers will be notified at least two (2) weeks in advance of the due date for submission of roster verification.

- 12.02 At the conference between the Teacher and the evaluator held for the purpose of discussing the Teacher's formal assessment, if deficiencies have been cited, the evaluator shall note deficiencies and discuss recommendations for improvement. The evaluator shall recommend a reasonable period of time for the correction of such deficiencies and provide assistance in their correction. It is recommended that if deficiencies are to be noted, the evaluator and the Teacher shall hold the conference prior to the assessment being written.

- 12.03 The Teacher shall have the right to submit a written response to the assessment and such response shall become a permanent attachment to the Teacher's personnel file.
- 12.04 All observations of Teachers for the purpose of formal classroom evaluation shall be conducted openly and with the full knowledge of the Teacher. Mechanical devices may be utilized only with the permission of the Teacher. A minimum of two classroom observations shall be made by the immediate supervisor of each newly employed Teacher. If deficiencies have been cited, the evaluator shall note deficiencies and discuss recommendations for improvement. The evaluator shall recommend a reasonable period of time for the correction of such deficiencies and provide assistance in their correction.
- 12.05 Classroom observations of the Teachers who have been voluntarily assigned out of field will review the generic competencies during the period of recertification.

Classroom observations of the Teachers who have been involuntarily assigned out of field will take into account the Teacher's lack of experience in the subject area.

- 12.06 The personnel file of each Teacher shall be open to inspection only by the School Board, the Superintendent, the Principal, Assistant Principal, the Teacher and such other person as the Teacher or the Superintendent may authorize in writing; provided, however, that the Superintendent may authorize the personnel file of a Teacher to be open to inspection only to those persons that the Superintendent is required to do so by law or is permitted to do so by law. With the exception of school district and/or state officials or federal officials, written authorization for individuals to inspect personnel files shall be forwarded to the Teacher at the time of such authorization.
- 12.07 Upon request, a teacher shall have access to his/her own formal and informal records at the school and county level.

#### 12.08 THE EVALUATION COMMITTEE

12.081 Substantive changes to the Teacher Evaluation System Procedures Manual (Evaluation Manual) shall reflect new contractual language agreements in this article and updates as required. The Evaluation Committee is charged with recommending and aligning those contractual language changes to the Teacher Evaluation System Procedures Manual (Evaluation Manual). This to include items such as valid evaluation procedures and valid evaluation components : VAM use, EOC's, other student growth measures, District cut score, etc. The committee will be comprised of an equitable number of both District and HCEA members and function as a subgroup of HCEA and the District bargaining team. Area or grade level experts will be included ad hoc depending on the area of work of the committee.

12.082 The Evaluation Committee shall also provide oversight of all planning development and implementation of the Evaluation Process creating and overseeing a system to ensure reliability and validity of observations and to ensure that all evaluations are conducted by trained personnel. This shall include an appeals committee and process for appeals. Appeals will be permissible for procedural issues only. The committee will replace the grievance process for evaluations.

#### 12.09 Student Growth Scores/Summative Evaluation

The Student Growth portion of the over-all evaluation of all teachers shall be the higher of the values calculated/received for each teacher:

- a. K-8: iReady math or reading or State Generated VAM, EOC or proficiency score
- b. 9-12 School (team or department) or district generated EOC or State Generated VAM/EOC results or other standardized data as available and appropriate ie: AP exam results, PSAT, Dual Enrollment grades, etc.
- c. Specialists/non-classroom teachers: appropriate score based on district data

### **ARTICLE XIII - EMPLOYER RIGHTS**

- 13.01 The Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law, including but without limiting the generality of the foregoing: The management and control of school properties, facilities, programs of instruction, athletic and recreational programs; the selection, direction, transfer, promotion or demotion of personnel; and the discipline or dismissal of personnel.
- 13.02 These powers, rights, authority, duties and responsibilities of the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

### **ARTICLE XIV - LEAVE PROVISIONS**

- 14.01 The following types of leaves are permitted in the Hendry County School System:

- a. Sick Leave
- b. Illness-in-Line-of-Duty Leave
- c. Jury Duty
- d. Personal Leave
- e. Professional Leave
- f. Holiday Leave
- g. Family Leave
- h. Military Leave
- i. Extended Professional or Personal Leave
- j. Bereavement Leave

- 14.02 Sick Leave (with compensation)

- 14.021 Any Teacher employed on a full-time basis in the Hendry County School System who is unable to perform his duties because of illness or because of illness or death of a relative shall be granted leave of absence for sickness by the Superintendent to the extent provided by law.
- 14.022 Each Teacher employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment, which credit may not be used before it is earned. However, no Teacher may earn, during a fiscal year, more than a total of one day of sick leave for each month of employment, provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, provided that at least one-half of this cumulative leave must be established within the Hendry County School System.
- 14.023 Any Teacher who finds it necessary to be absent from his position because of illness shall notify his Principal prior to the school day on which he must be absent, or as early as possible prior to the opening of school on the day on which he must be absent, except for emergency reasons as defined by the Board.
- 14.024 Any Teacher, before claiming and receiving compensation for the time absent from his duties while absent because of sick leave as prescribed, shall make and file with his school administrator by the end of the school month following his return from such absence a written sick leave form which shall set forth the day or days of absence, that such absence was necessary, and such person is entitled to receive pay for such absence.

- 14.0241 Conditions for Sick Leave:

1. Sick leave may be claimed for a minimum of one-half (1/2) day. One-half (1/2) day shall be defined as one-half the number of hours as the regular Teacher's work day.
2. Any Teacher who has used all accrued Sick Leave but who is otherwise entitled to Sick Leave shall be granted Sick Leave without pay. The claim for such Sick Leave shall clearly state that the leave is without pay. (This does not include Teachers who use Sick Leave Bank days.)
3. In the case where Sick Leave abuse is suspected and a pattern has been established, the Principal may require a doctor's statement of illness.

14.0242 Sick Leave Buy Back – to encourage and reward Teachers who maintain good job attendance, the parties agree to the following incentive award:

Teachers who utilize two (2) sick leave days or less each assigned school calendar year and year-round Teachers who utilize three (3) sick leave days or less during each assigned school calendar year, upon request, shall receive payment for up to ten (10) days of sick leave, provided the employee worked the full assigned calendar year. The following procedures apply to the payment of sick leave under this section.

1. A Teacher must have a minimum of 187.5 hours (equivalent of twenty-five (25) days) of accumulated sick leave remaining after the payment of unused sick leave under this section.
2. The payment of this incentive shall be paid to eligible Teachers no later than October 31<sup>st</sup> of the school year following the school year in which the Teacher qualified for the incentive pay.
3. For purposes of this section, sick leave shall be defined pursuant to all sections of the F. S. 1012.61.
4. Days for which such award payment is received shall be deducted from the accumulated leave balance.
5. Payment shall be equal to the number of the eligible day's times the affected Teacher's daily (or hourly) rate of base pay times eighty percent (80%).
6. Payment shall be made if the district has the unencumbered fund balance required by the state.
7. Teachers who participate in the sick leave buy back are not eligible for withdrawal from the sick leave bank for the following school year.

14.03 Illness-in-Line-of-Duty Leave (with compensation):

14.031 Each member of the instructional staff is entitled to illness-in-line-of-duty leave not to exceed ten (10) days each year because of illness from any contagious or infectious disease contracted in school work or injury incurred in the discharge of duty as outlined in the Hendry County School Board Policy. Confirmation that such illness was in fact contracted in line of duty must be secured from an attending physician. Sick leave shall be non-cumulative and shall not be charged against the accrued leave of the individual.

14.032 All claims for illness-in-line-of-duty leave shall be submitted to the Superintendent. If approved, he will authorize payment thereof.

14.033 In the opinion of the Board, if circumstances warrant it, the Board may grant additional days as it deems appropriate.

14.04 Personal Leave (with compensation):

If a sick leave balance exists, Teachers may apply for six (6) days personal leave to be counted as sick leave, with such leave to be non-cumulative from year to year.

The Board and the Association agree that the purpose of Personal Leave is to allow Teachers to attend to personal business or matters that cannot be attended to outside the Teacher's regular workday. Examples of Personal Leave may include but are not limited to, legal and judicial



proceedings, family obligations to aging parents, grandparents or dependents, weddings, funerals not covered by bereavement leave, graduations, parental obligations, civic functions, etc. It is not intended to be used for recreational purposes. Teachers who misuse Personal Leave may be subject to disciplinary action.

A Teacher planning to use Personal Leave for one to two (1 to 2) days shall notify his/her Principal in writing on the standard leave form not less than 24 hours in advance of such leave except in cases of emergency.

Teachers planning to use Personal Leave for three (3) or more consecutive days must apply for said leave at least 30 calendar days in advance, unless there is an emergency, and must state a reason for the leave request.

Personal Leave on the day before or after a holiday or during the first or last week of school for students will be considered by the Principal when the request complies with paragraph one of Article 14.04, above. Teachers will have to complete form CSD00629, Personal Leave Form for the Personal Leave request at these times for the request to be considered by the Principal. Principals will approve or disapprove requests in the order in which they are received and send his or her recommendation to the Superintendent for final approval. A Holiday or break is defined as any marked on the Official School Board Calendar as "Holiday" or "Break." These request should also be received at least 30 calendar days in advance except in the case of an emergency.

If a teacher is denied Personal Leave by the Principal, the Teacher will have the following options:

1. Accept the denial of the Personal Leave request, or
2. Meet with the Superintendent or designee to discuss the denial and additional information that may resolve the situation.

Personal Leave (without compensation): Personal Leave without pay will not be approved except in those instances where the teacher has no appropriate paid leave available.

All of the provisions and requirements pertaining to Personal Leave (with compensation) apply to Personal Leave (without compensation).

Teacher Attendance is vital to the overall success of the education of the students in Hendry County. With the acceptance of the language regarding Personal Leave the District will implement an Attendance Bonus which is detailed in the HCEA salary schedule.

#### 14.05 Professional Leave (with compensation):

14.051 Professional Leave is defined as leave granted to the Teacher to engage in activities which will result in his professional benefit or advancement, including earning of college credits and degrees, or that will contribute to the profession of teaching.

14.052 The Superintendent is authorized to approve professional leave up to an annual total of three (3) days.

#### 14.06 Holiday Leave (with compensation):

The Board agrees to provide each Teacher within the Teacher's 196-day contract period six (6) days of paid holiday which are identified by name or date by Board action.

#### 14.07 Family Leave (without compensation):

The Board will provide family and medical leave to qualified Teachers pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The regulations listed below outline the procedures for carrying out said leaves.

14.07.1 A leave of absence shall be granted for a total of 12-work weeks during any year

for one of the following reasons: (A year is defined as 365 days from the date of the event giving rise for the request.)

- a. The birth of a son or daughter in order to care for such son or daughter
- b. Placement of a child with the employee for adoption or foster care
- c. Care for the spouse, son or daughter, or parent of the employee if such immediate family member has a serious health condition
- d. A serious health condition that makes the employee unable to perform the functions of the position of such employee
- e. To use for any qualifying exigency arising out of the fact that a covered military member (member of the National Guard and Reserves) is on active duty or called to active duty status in support of a contingency operation. A qualifying exigency is defined as follows: a) Short-notice deployment; b) Military events and related activities; c) Childcare and school activities; d) Financial and legal arrangements; e) Counseling; f) Rest and recuperation; g) post-deployment activities; h) Additional activities not encompassed in other categories, but agreed to by the teacher and the Board; or
- f. To care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty.

Such eligible Teachers (e and f) shall be permitted to take up to twenty-six weeks (26) workweeks of leave in a twelve (12) month period.

14.07.2 An “eligible Teacher” means one who has been employed:

- a. For at least 12 months by the Board, and ...
- b. For at least 1,250 hours over the previous 12-month period (prior to the first day of requested leave), and ...
- c. Works at a work site within 75 miles of a work site that has 50 or more employees

14.07.3 If both a husband and wife are employed by the Board, the aggregate number of work weeks of leave to which both may be entitled is 12 work weeks.

14.07.4 Teachers who are on a leave granted under this policy and who are eligible to receive Board-provided health insurance when actively working for the Board shall maintain coverage for the duration of such leave. Teachers who pay for dependent insurance and other types of Board-offered insurance coverage must make arrangements before going on leave to make direct premium payments to the Board while on leave.

14.07.5 Teachers who wish to take family leave as outlined in 14.071 a) and b) above are required to give 30 days’ notice in the event of a foreseeable leave. A “Family Medical Leave Request” form should be completed by the Teacher and returned to the appropriate administrator. In unexpected or unforeseeable situations, a Teacher should provide as much notice as is practical, usually verbal notice within one or two business days from when the need for leave becomes known, followed by a completed “Family Medical Leave Form.”

If a Teacher fails to give 30 days’ notice for a foreseeable leave without reasonable excuse for the delay, the leave will be denied until 30 days after the Teacher provides notice.

14.07.6 Teachers who wish to take medical leave as outlined in 14.071 c) and d) above must provide the Board with 30 calendar days written notice, except that if the date of the treatment of care requires leave to begin in less than 30 days, the Teacher shall provide such notice as soon as is practicable. Teachers shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer.

14.07.7 Family leave as outlined in rule number one above subsections a) and b) shall not be taken intermittently. The affected Teacher may take up to the full 12 weeks for leave provided by law.

14.07.8 Medical leave as outlined in 14.071 c) and d) above may be taken intermittently when medically necessary. Under such circumstances, the Teacher must try to schedule the leave so as not to disrupt unduly the employer's operations. Also, the Superintendent may place the Teacher in an alternative position which better accommodates the intermittent leave. For Teachers and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis.

14.07.9 Leave under the Family and Medical Leave Act is intended to provide assistance to Teachers who do not have other leaves available. Therefore, pursuant to the authority granted under said law, Teachers wishing to take family or medical leave must first use the following leaves:

- a. Teachers must substitute any accrued paid vacation for family leave provided for in rule number one, subsections a) and b), above for any part of the 12-week leave period.
- b. Teachers must substitute any accrued paid vacation, sick leave, disability leave and worker's compensation leave for medical leave as described in 14.071 c) and d) above. (Note: Teachers who do not qualify for disability or worker's compensation may qualify for medical leave if they meet the certification requirement listed in 14.080 below.)
- c. The Board will not count paid leave which was not for a family or medical purpose against the Teacher's FMLA 12-week leave entitlement.

14.08 The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent, and the completed form must be returned within a time frame determined by the Superintendent. The administration or Superintendent may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

14.081 Upon return from an FMLA leave, and within the 12-week period, the affected Teacher is entitled to be restored to the same position that the Teacher held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The Teacher's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the Teacher would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

If the Teacher fails to return within 12 weeks following a family/medical leave, the Teacher will reinstate to his/her same or similar position, only if available, in accordance with applicable laws. If the Teacher's same or similar position is not available, the Teacher may be terminated.

14.09 Military Leave:

Any Teacher required to serve in the Armed Forces of the United States shall be granted up to thirty (30) days leave with pay for such service. Any remaining leave shall be without pay. A Teacher returning from such leave shall be returned to employment without prejudice, and will maintain his/her rate of pay and district seniority, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. The school district shall employ the Teacher returning from such leave by not later than six (6) months from the date of the Teacher's written notice of intent to return to the district.

14.10 Extended Sabbatical Leave (without compensation):

Extended Leave for professional reasons may be granted once by the Board for a period of time not to exceed one (1) year only to Teachers who have been employed full-time for at least the previous three (3) years in the Hendry County School System and who are in a Continuing contract status or hold a Professional Services Contract with the Board. Such leave shall be without compensation. The request for such leave must be made in writing to the Superintendent at least thirty (30) days prior to the requested starting date of such leave. An employee granted this leave shall submit an official transcript from an accredited university as evidence of attendance.

14.11 Extended Personal Leave (without compensation):

Extended leave for personal reasons may be granted by the Board for a period of time not to exceed one (1) year only to Teachers who are in a Continuing contract status or hold a Professional Service Contract with the Board. Such leave shall be without compensation and shall not be granted for consecutive years. The request for such leave must be made in writing to the Superintendent prior to the requested starting date of such leave except in the case of an emergency.

14.12 Sick Leave Bank

The parties agree that there shall be established and maintained a Sick Leave Bank for the purpose of providing sick leave with pay during periods of prolonged personal illness, accident, or injury not otherwise compensated by the Board. The intent of the Bank is to provide income protection for all participating members of the bargaining unit. Bargaining unit members shall become eligible to participate in the Sick Leave Bank after one (1) year of employment in the school district, provided the employee has accumulated not less than 75 hours of sick leave, or hours that reflect 10 days. Once eligible, employees shall be permitted to enroll in the Sick Leave Bank during the first thirty (30) days of the instructional calendar. Individuals who are reemployed after DROP are not eligible for participation in the sick leave bank.

14.12.1 All participating members shall contribute seven and one-half (7.5) hours, or hours that reflect one day, of sick leave the first month of eligibility. Each member of the bargaining unit will sign a statement either accepting or declining enrollment in the Sick Leave Bank. Applications for membership and/or use of the Bank may be obtained from the bargaining unit member's primary worksite.

14.12.2 Participating members shall contribute seven and one-half (7.5) hours, or hours that reflect one day, at the beginning of each even-numbered year. Additional contributions will be required when the Bank reaches a balance of less than twenty-five (25) percent of the number of participants provided no further contributions will be assessed if the balance exceeds two (2) times the number of participants.

14.12.3 Participating members will be allowed to withdraw up to fifteen (15) days during their first year of continuous enrollment, 30 days during their second year of continuous enrollment, and fifty (50) days during their third year and thereafter of continuous enrollment in amounts approved by the committee according to the following provisions:

- a. The member shall request withdrawals from the Bank only for personal illness, accident, or injury.
- b. The member shall have exhausted all accumulated sick leave.
- c. The member shall have been absent at least ten (10) consecutive days after exhausting all available sick leave.
- d. The member shall not make application for withdrawals during the first 90 days of membership in the Bank.
- e. The member shall not be eligible to withdraw days from the Bank for absences caused by elective surgery that normally could be scheduled during non-contract days, and must provide documentation that said surgery is not elective.

14.12.4 The Sick Leave Bank will be under the supervision of a five (5) member Sick Leave Bank Committee composed of one (1) administrator chosen by the Superintendent, two (2) teachers selected by the Hendry County Education Association President, and two (2) support service employees selected by the Hendry Education Support Personnel Association President. A majority vote of the committee will be required to determine if a participant is eligible to withdraw from the Bank in accordance with 14.103 above. In the event of a denial of withdrawal, the member may petition the Committee for reconsideration if additional information from a medical provider may affect the outcome. Final approval of all withdrawals shall be by the School Board.

#### 14.13 Spouse Sick Leave

A Teacher may authorize a spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee.

This sick leave transfer will be completed as follows:

- A. This sick leave between employees is provided for the purpose of extending paid sick leave in the event of a personal illness or the illness of a family member documented by a physician.
- B. The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from a Sick Leave Bank, if the recipient participates in the Sick Leave Bank.
- C. The minimum number of sick days that can be transferred at one time is five (5).
- D. The transferred leave may not be included in leave for which terminal pay is provided upon the retirement or death of the receiving employee.
- E. Any unused transferred sick leave shall be reinstated to the transferring employee upon the return to work of the receiving employee.
- F. Any unused transferred sick leave shall be reinstated to the transferring employee in the event of the retirement, death, or resignation of the receiving employee.
- G. Days will be converted to hours, which are proportional to the number of hours the receiving employee works per day. [Example: The receiving employee works six (6) hours per day.
- H. The transferring employee will transfer thirty (30) hours of sick leave (5 days x 6 hours = 30 hours)]. Transferred leave dates may not exceed the end of the recipient's work year.
- I. Donated time will reduce leave balances based on the most recent time earned.

- 14.14 Bereavement Leave HCEA bargaining unit members, upon request, will be granted up to three (3) work days with pay to attend the funeral or memorial services in the event of death of his/her relative if the funeral or memorial service falls on contracted work days.

Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in annual or sick leave. Payment in lieu of funeral leave is not authorized.

14.15 Sick Leave Donation to Another Employee

For purposes of this section sick leave shall be defined pursuant to F.S. 1012.61. Eligibility. – Any member of the instructional staff or any other employee of a district school system employed on a full-time basis in the public schools who is unable to perform his or her duty in the school on account of personal sickness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household, and consequently has to be absent from his or her work.

Any full time District employee may donate sick leave to another District employee in accordance with the following criteria:

1. The recipient must provide written documentation, by the treating physician, of the illness, accident, or injury for which the leave is authorized.
2. The recipient and the donor must have been with the District for a minimum of one (1) full year of employment.
3. The donor must have a minimum of 75 hours (equivalent to ten (10) days) of accumulated sick leave remaining after making a donation of sick leave hours.
4. Donors will not be able to donate more than five (5) days of accumulated sick time at a time. If the receiving employee runs out of donated time subsequent donations to five (5) days at a time may be made.
5. If the donor is a member of the sick bank and finds it necessary to use sick bank days during the school year in which they donated days, the number of days they are eligible to use from the sick bank shall be reduced by the number of days they have donated to other employees.
6. The recipient may not use donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool.
7. Sick leave must be donated in full days depending on the length of the work day for the donating employee. Employees may not donate partial days.
8. Donated sick leave shall have no terminal value to the recipient.
9. Donated sick leave from employees shall be used on a first in first out basis until all donated sick leave has been expended or the recipient no longer needs the donated sick leave.
10. Donated sick leave shall be paid out at the rate of the employee receiving the sick pay. Donated days shall be paid out at a day for a day ratio. Donated sick days will be used on a first in, first out basis.

At the end of the authorized sick leave event any unused sick leave will be returned to the authoring employee whose donated sick leave has not been used.

11. Unused donated sick leave cannot be accumulated or held by the recipient after the authorized event is over.
12. An authorized event is over when the recipient is released by the doctor to return to work, when the event requiring the absence is over, when the recipient terminates his or her employment with the District for any reason or when the recipient is deceased (whichever comes first).
13. Employees wishing to donate sick time to another employee must complete a sick leave donation form and submit it to the Payroll Department
14. Absences which will result due to

- Elective and/or cosmetic surgeries will be considered on a case by case basis..

#### **ARTICLE XV - INSURANCE**

- 15.01 The Board shall provide, without cost to the Teacher, group term life insurance for a twelve-month period in the following amounts:
- a. For an employee with 0-9 years of service in Hendry County Public Schools, an amount equal to one times the annual salary of the employee.
  - b. For an employee with 10-14 years of service in Hendry County Public Schools, an amount equal to 1.5 times the annual salary of the employee.
  - c. For an employee with 15 years of service in Hendry County Public Schools, an amount equal to two times the annual salary of the employee.
- 15.02 The Board shall provide insurance coverage in an amount not to exceed \$9,000.00 annually for comprehensive hospital/surgical/medical/dental and major medical/life/disability insurance protection for a twelve-month period for each Teacher. Any amount in excess of \$9,000.00 will be paid by the employee. Any increase in the cap amount above \$9,000.00 per teacher will be subject to bargaining.
- 15.03 The Board shall make available, through payroll deduction, Board-approved tax deferred annuity programs to all Teachers.
- 15.04 In the event that an employee has exhausted sick leave accrual, fringe benefits enumerated above shall continue throughout the balance of the Teacher's contract year provided the individual requests and is granted leave for medical reasons and submits documentation of need in the form of a physician's statement to his or her immediate supervisor.
- 15.05 The Superintendent or his designee shall notify a representative(s) of the Association prior to the development of insurance specifications and will give full consideration to input regarding the quality of the coverage and service being provided by the carrier once approved by the Board.
- 15.06 Husband and wife employees may elect to choose a dependent coverage plan in lieu of individual coverage provided that the total cost to the Board does not exceed \$18,000.00. Any amount in excess of \$18,000.00 will be paid by the individual. Either spouse may elect to purchase optional life insurance at no cost to the Board.
- 15.07 The Florida Statutes provide for the inclusion of retirees in the District's health and hospitalization plan. Retiree insurance benefit information can be found on the district's website.
- 15.08 INSURANCE BENEFITS TASK FORCE (IBTF): Within thirty (30) days after ratification of this agreement by the parties, a joint task force shall be created consisting of twelve members, three (3) HESPA, three (3) HCEA and six (6) members including the Chairperson who shall be appointed by the Superintendent. The IBTF shall review the current insurance programs. It will explore alternatives, improvements, changes and specifications to the existing insurance programs.

The parties agree to use a consensus based process for making decisions. When using the consensus based process, the parties will develop a decision making timeline by mutual agreement of the parties which allows ample opportunity and time to discuss issues of concern before a final decision is made. In the event that a decision making timeline lapses, the parties will revert to using majority vote to honor the deadlines in the agreed upon decision making timeline.

#### **ARTICLE XVI - PROFESSIONAL COMPENSATION**

The basic salaries of all Teachers covered by this Agreement shall be as set forth in Appendix B1

a. The parties agree step increases (experience increments) will not be paid automatically each year. Payment of step increases or future increases in salary, if any,

his/her teaching experience and educational ranking. Such placement will occur at the

with the Hendry County School System. After the time required by statute has elapsed reemployed by the Hendry County teacher. Other limited part time employment by statute. Teachers who complete DROP prior to July 1, the District for one month, anyone completing DROP after July 1,

Schedule as a probationary contract teacher. Upon successful completion of the probationary contract, F.S. 1012.355 2 (c). Rehired Schedule based on their years of service. Teachers shall be initially placed on the performance pay salary schedule based given for each year of full-time teaching experience for at least a satisfactory or effective performance evaluation. After on the salary schedule, all further salary increases shall be based on

Teachers rehired after going through DROP shall not be eligible to participate

Terminal pay for unused sick leave will not be paid for sick leave

Employees hired after completion of DROP shall be considered members of

The District will pay for the employee's health insurance at the same rate it pays for all other

The Board may opt to pay recruitment or retention bonuses, depending on the availability of state or district funds, to attract or retain State of Florida, Professionally certified instructional personnel for critical teacher shortage areas. The State or Superintendent may designate such critical teacher shortage areas. Said bonuses will be negotiated in good faith with HCEA provided HCEA representatives are available and can meet/communicate and complete negotiations within ten (10) days notification of the District. If HCEA cannot meet these requirements the District will

Pay Periods and Distribution: A Teacher, for the duration of this Agreement, may of two options for pay purposes; twenty-one (21) equal payments or

deposit. If an employee does not have a checking or savings account with a bank into



A Teacher who does not express a preference will be placed on the twenty-six (26) payment plan.

Extra-pay-for-extra-duty positions shall be those set forth in Appendix C and D which are attached to and incorporated in this Agreement. FACs may advise the principal prior to recommendations of department heads, team leaders, grade level chairs, etc. Teachers assigned to such positions shall be paid in accordance with said Appendix and all other

Each spring, or as positions become available, Principals will advertise at their schools open supplemental positions so that HCEA unit members may apply. If no HCEA unit member is hired for the supplemental position at the school site, Principals will advertise open supplemental positions at the other schools on their respective sides of the county as deemed appropriate. Principals will always attempt to hire Teachers first when filling extra-pay for extra-duty positions. It is understood that all hiring decisions for these positions will be based on the appropriate criteria for each position with student safety and specific skill knowledge being the deciding

At each school site Principals may use discretion in substituting allocated supplemental extra-duty positions to meet the academic, social and extra-curricular needs of their student bodies. Upon ratification of the 2014-2015 contract all

#### 16.05 Terminal Pay Benefits

at retirement to any employee vested in the Florida Retirement System (FRS), (age 62 or 30 years of service or at retirement and eligible to receive retirement pay from FRS or Florida Investment System). Retirement is defined as a person currently drawing retirement benefits from the Florida Retirement System or Florida

in all other instances of involuntary termination and RIF terminal pay shall not be paid unless the employee has completed six (6) years of continuous service with the Hendry County School District and if recalled the percent remaining if any will be

10 Years	50%
15 Years	75%
20 Years	100%

The Teacher will permanently save the 7.65% Social Security and Medicare tax

Income tax will be deferred until the Teacher receives a cash distribution from the

The Teacher owns and controls 100% of the money and directs the investment of

The Teacher does not pay any income taxes on the earnings of the investment

- 16.06 Any Teacher who must use his personal automobile or otherwise provide his own transportation when on approved school district business shall be reimbursed by the Board at the prevailing adopted rate. Such mileage reimbursement shall not include routine travel to and from the Teacher's home and the school to which he is assigned. Per Diem is to be paid in conformity

Adjustments to appropriate salary levels will be made upon submission by October 1 of each year by the Teacher of appropriate evidence of additional graduate credit earned. Such adjustment

Any compensated assignments in addition to the regular school day shall be paid at the teachers'

Education rates of pay are determined by the Adult Education Program and are NOT subject to

- 16.071 Summer School Job Placement: All Summer School employment opportunities shall be electronically posted via the standard posting method at all schools and on the Hendry County Web Site. Job opportunities will be posted five (5) consecutive working days prior to filling the position. Anyone wishing to apply must submit an internal job interest

- 16.072 Any summer assignment, including driver education and summer school courses, shall not be obligatory but shall be with the consent of the Employee. Selection of summer

least effective. Other qualifications which may be required shall be announced to the

The Board shall provide tuition reimbursement to each State of Florida, Professionally Certified Teacher, or a Teacher seeking a Professional Certificate in a program where one is not available until a Master's Degree is awarded, who is on an annual, professional service, or continuing contract at a rate equivalent to the state university system cost per credit hour as set by the Florida Department of Education for any course taken as part of an advanced degree program. A list of pre-approved degree programs will be provided to HCEA annually upon request by June 1<sup>st</sup>. District critical teaching areas will be determined as of June 1 of each year. A maximum of nine (9) credit hours are reimbursable per school year. A grade equal to or better than a "B" must be attained in each course to qualify. Teachers must be working for the Hendry County School

- 16.081 Teachers can apply for the tuition reimbursement program after a minimum of three consecutive years of teaching for Hendry District Public Schools. Teachers are limited to one advanced degree per employee for reimbursement. Applicants to this program must have an average teaching rate of "effective" or "highly effective." Applicants must also hold a professional certification status with the Department of Education and must have met the requirements for "in-field" status. and have completed ESOL endorsement and a Reading Endorsement, for those seeking degrees related to reading. Areas of need for an advanced degree in either the federal, state or District Critical Needs Areas with an emphasis on Reading::elementary or secondary, ESE, Speech, Guidance, STEM or

Employees may ask to meet with the Superintendent to appeal a denial of participation in the program that they feel meet the requirements above. Employees must agree to work four additional years after degree completion in Hendry county Public Schools. If a teacher leaves prior to the end of his or her fourth year, the District may seek reimbursement of all tuition reimbursement previously paid to the teacher. At the discretion of the Superintendent, the District may seek full or prorated reimbursement

costs. Entering into an agreement for tuition reimbursement for an advanced degree is

The burden shall be on the Teacher to furnish documentation of courses taken and

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deleted provision. The parties shall renegotiate the provisions declared illegal.

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a strike against the Board by instigating or supporting, in any manner, a strike. Any violation of this Article

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**HCEA FORMAL GRIEVANCE ☐ Level I**

**☐ Level II**

**☐ Level III**

**☐ Level IV**

1.) Grievant:

2.) Work Location:

3.) Mailing Address:

4.) Telephone Number:

5.) Name of Principal:

6.) Date of Occurrence:

7.) Articles Violated:

8.) Statement of Grievance:

9.) Resolution Requested:

Name of Counsel or HCEA Representative:

Disposition:

_____	I <input type="checkbox"/> accept <input type="checkbox"/> reject	the above decision of the Principal.
_____	I <input type="checkbox"/> accept <input type="checkbox"/> reject	the above decision of the Superintendent.
_____ Grievant's Signature		_____ Date

Copies to: Grievant, Association, Principal, Superintendent or Designee

LEVELS OF PAY		
0	39,535	Employees hired on or before Jan. 18, 2011 add:
1	39,535	\$450 BA +12
2	39,535	\$950 BA+24
3	39,535	\$2,140 MASTER'S
4	40,055	\$2,560 MASTER'S+18
5	40,576	\$3,000 SPECIALIST
6	40,836	\$5,000 DOCTORATE
7	41,356	
8	41,928	
9	42,163	
10	42,969	
11	43,489	
12	44,321	F.S. 1012.22 (1) ('C) 3:
13	45,465	For instructional personnel hired on or after July 1, 2011
14	46,922	credit for the advanced degree held must be in the individual's area
15	48,639	of certification.
16	50,043	
17	51,708	
18	53,268	
19	54,881	
20	56,390	
21	57,950	
22	59,511	
23	60,031	
24	60,343	
25	60,551	
26	61,124	
27	61,644	
28+	62,580	

Teachers on the performance pay plan who are rated effective or highly effective shall receive the same annually negotiated salary increase as teachers on the grandfathered salary schedule highly effective plus 1% for highly effective or .5% for Effective. In accordance with F.S. 2012.22 The payment for highly effective or effective shall not receive an annual salary adjustment.

## NEW TEACHER PLACEMENT SALARY SCHEDULE 2018-2019

EMPLOYEES HIRED ON JULY 1, 2018	
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10 MONTH EMPLOYEE CONTRACT	
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[illegible]



~~Teachers shall be initially placed on the performance pay salary schedule based on teaching experience. Credit shall be given for each year of full time teaching experience for which the employee received at least a satisfactory or effective performance evaluation. After the initial placement on the salary schedule all future salary increases shall be based on performance and become added to and will become part of their new base salary.~~

Teachers shall be initially placed on the new teacher placement pay salary schedule based on teaching experience for up to 20 years experience with placement equal to current Hendry Employees on the pay scale. Up to twenty (20) years credit shall be given for each year of full time teaching experience for which the employee received at least satisfactory or effective performance evaluation.

Teachers on the performance pay plan who are rated effective or highly effective shall receive the same annually negotiated salary increase as teachers on the grandfathered salary schedule highly effective plus 1% for highly effective or .5% for Effective. In accordance with F.S. 2012.22 The payment for highly effective or effective shall not receive an annual salary adjustment.

This schedule lists the base salary for instructional personnel holding a valid Florida Educator's Certificate, regardless of each individuals contractual status, The schedule list salary as an annual figure. For working part-time beyond the regular contract year, (including summer school) pay will be computed in terms of the individual's professional hourly rate. The professional hourly rate is derived by dividing the annual base salary rate by the number of contracted days and then dividing the daily rate by seven and one half (7-1/2) to obtain the hourly rate.

**11 AND 12 MONTHS INSTRUCTIONAL PERSONNEL:** Salary based on teacher's contract salary plus 1/10= 11 Months, 2/10 = 12 Months.

**\*PLANNED POST GRADUATE PROGRAM:**

Documentation of additional credit hours must be received by OCTOBER 1, each year

**CURRICULUM DEVELOPMENT AND INSERVICE ACTIVITIES: ..... \$120**

**CCC SPEECH THERAPIST: ..... \$4000**

**STATE APPROPRIATED BONUS. .... \$50**

1. Advance Placement Test - 3 or higher per student: (D & F school \$500, Maximum Pay \$2000) Contingent on State Funding

**PERFORMANCE PAY:** Performance pay paid under approved grants (School Improvement, others as applicable)

**CRITICAL SHORTAGE AREAS: .....\$3000**

**READING ENDORSEMENT (ONE TIME BONUS).....\$1000**

to receive bonus, teachers must have the Reading Endorsement on their DOE certificate



<p><b>LEVEL INCREASES WILL NOT BE PAID AUTOMATICALLY EACH YEAR. PAYMENT OF LEVEL INCREASES OR FUTURE INCREASES IN SALARY, IF ANY WILL RESULT FROM THE BARGAINING PROCESS. THE FUTURE USE OF THIS SALARY SCHEDULE IS CONTINGENT UPON RECEIVING SUFFICIENT FUNDS FROM THE STATE, DESIGNATED FOR SALARIES. IF THIS FUNDING DECREASES BOTH PARTIES AGREE TO RETURN TO THE NEGOTIATION TABLE.</b></p>									
<p>If budget constraints limit the district's ability to fully adopt salary schedules the performance salary schedule shall not be reduced in a manner that is proportionally greater than reductions to any other salary schedule adopted by the district.</p>									
<p><b>Performance Pay for Highly Effective and Effective shall only be paid to teachers under contract with the Hendry County School District when these distributions are made.</b></p>									
<p><b>ATTENDANCE BONUS</b></p>									
<p>The bonus will be paid at the end of each semester in recognition of outstanding attendance.</p>									
0 time absent First Semester							<p>\$250.00</p>		
1 day or less absent First Semester							<p>\$225.00</p>		
2 days or less absent First Semester							<p>\$200.00</p>		
0 time absent Second Semester							<p>\$250.00</p>		
1 day or less absent Second Semester							<p>\$225.00</p>		
2 days or less absent Second Semester							<p>\$200.00</p>		
<p>The only excused days are for Jury Duty or Temporary Duty Elsewhere (TDE)</p>									
<p>A day equals the entire work day with no time missed during the day</p>									
<p>Effective: <b>July 1,2018</b></p>									
<p>Adopted: <b>May 25,2018</b></p>									
<p>Revised:</p>									

APPENDIX C: HENDRY COUNTY ACTIVITIES/INSTRUCTIONAL SUPPLEMENT SCHEDULE AND DIFFERENTIATED PAY 2018 - 2019		Current Year
SUPPLEMENTS	INDEX	Rounded
	Bachelors 0 Years Salary	\$39,535
<b>I. HIGH SCHOOL ACTIVITIES</b>		
BAND AUXILIARY (DRILL/FLAG TEAM)	0.0469	\$1,854
BAND DIRECTOR	0.0797	\$3,151
BETA CLUB OR HONOR SOCIETY	0.0217	\$858
CHORAL DIRECTOR	0.0266	\$1,052
CLASS SPONSORS: Senior Class	0.0217	\$858
Asst. Senior Class	0.0135	\$534
Junior Class	0.0256	\$1,012
Asst. Junior Class	0.0135	\$534
Sophomore Class	0.0135	\$534
Freshman Class	0.0135	\$534
CYDAILYDA-INSTRUCTIONAL LEADER	0.0900	\$3,558
HOME/SCHOOL LIAISON (FEDERAL)	0.0434	\$1,716
NEWSPAPER SPONSOR	0.0343	\$1,356
PERFORMANCE BASED DIPLOMA (PBD) PROGRAM - HIGH SCHOOL TEACHER	0.0900	\$3,558
PLAY DIRECTOR OR DRAMA	0.0135	\$534
SCHOOL CLUBS (9 PER SCHOOL)	0.0135	\$534
SPRING ARTS	0.0217	\$858
VOCATIONAL AGRICULTURE	0.0797	\$3,151
YEARBOOK SPONSOR	0.0343	\$1,356
<b>II. MIDDLE SCHOOL ACTIVITIES</b>		
BAND AUXILIARY	0.0135	\$534
BAND DIRECTOR	0.0386	\$1,526
BETA CLUB or HONOR SOCIETY (Each School permitted three sponsors)	0.0217	\$858
CHORAL DIRECTOR	0.0135	\$534
PUBLICATIONS/SCHOOL COMMUNICATIONS/NEWSPAPER SPONSOR	0.0135	\$534
PUBLICATIONS/SCHOOL COMMUNICATIONS/YEARBOOK SPONSOR	0.0135	\$534
SCHOOL CLUBS (5 PER SCHOOL)	0.0135	\$534
<b>III. ELEMENTARY SCHOOL ACTIVITIES</b>		
SCHOOL CLUBS (5 PER SCHOOL)	0.0135	\$534
<b>IV. INSTRUCTIONAL</b>		
ACT PROGRAM: Mentor for new ACT Teachers	0.0193	\$763
INSTRUCTIONAL TECHNOLOGY SPECIALIST (ONE EACH K-12 SCHOOL)	0.0350	\$1,384
LEAD TEACHER: (BASIC FORMULA: 8 Minimum or 1 per 100 students)	0.0500	\$1,977
SCHOOL ADVISORY COMMITTEE (SAC) CHAIRPERSON	0.0184	\$727
<b>V. GRANT FUNDS: (Contingent on Funding each Year - Other added as funds are received)</b>		
SADD SPONSOR	0.0500	\$1,977
SAFE AND DRUG FREE SCHOOL SITE COORDINATOR	0.0260	\$1,028
TAKE STOCK IN CHILDREN SUPPLEMENT	Grant Calculated	
INSERVICE-TEACHER (Daily Rate)	\$120	
Supplement compensation is determined by applying the index to the zero year, bachelor degree salary.		
<b>III. EXPERIENCE ADJUSTMENT FOR APPENDIX C &amp; D</b>		
An individual who completes five consecutive years in the same supplemental position, shall receive an additional 15 % adjustment to the base supplement amount for that position beginning the sixth year and continuing thereafter as long he/she continues in that supplemental position.		
Effective:		
Adopted:		
-----		Current

## III. EXPERIENCE ADJUSTMENT FOR APPENDIX C &amp; D

An individual who completes five consecutive years in the same supplemental position, shall receive an additional 15% adjustment to the base supplement amount for that position beginning the sixth year and continuing thereafter as long he/she continues in that

Effective: Upon ratification of the contract. Supplements will not receive retro-active pay.

Adopted: January 27, 2015



**HENDRY COUNTY ACTIVITIES/INSTRUCTIONAL SUPPLEMENT SCHEDULE AND DIFFERENTIATED PAY    Year**  
**2018-2019**

<b>SUPPLEMENTS</b>		<b>INDEX</b>	<b>Rounded</b>
<b>I. HIGH SCHOOL</b>			
<b>FOOTBALL</b>	<b>HEAD COACH</b>	<b>0.1058</b>	<b>\$4,183</b>
	<b>SPRING TRAINING</b>	<b>0.0329</b>	<b>\$1,301</b>
	<b>ASSISTANT*</b>	<b>0.0570</b>	<b>\$2,253</b>
	<b>SPRING TRAINING</b>	<b>0.0198</b>	<b>\$783</b>
<b>BASKETBALL</b>	<b>HEAD COACH</b>	<b>0.1116</b>	<b>\$4,412</b>
	<b>ASSISTANT*</b>	<b>0.0594</b>	<b>\$2,348</b>
<b>BASEBALL</b>	<b>HEAD COACH</b>	<b>0.0797</b>	<b>\$3,151</b>
	<b>ASSISTANT*</b>	<b>0.0512</b>	<b>\$2,024</b>
<b>SOFTBALL</b>	<b>HEAD COACH</b>	<b>0.0797</b>	<b>\$3,151</b>
	<b>ASSISTANT*</b>	<b>0.0512</b>	<b>\$2,024</b>
<b>TRACK</b>	<b>HEAD COACH</b>	<b>0.0797</b>	<b>\$3,151</b>
	<b>ASSISTANT*</b>	<b>0.0512</b>	<b>\$2,024</b>
<b>WRESTLING</b>	<b>HEAD COACH</b>	<b>0.0797</b>	<b>\$3,151</b>
	<b>ASSISTANT*</b>	<b>0.0512</b>	<b>\$2,024</b>
<b>SOCCER</b>	<b>HEAD COACH</b>	<b>0.0797</b>	<b>\$3,151</b>
	<b>ASSISTANT*</b>	<b>0.0512</b>	<b>\$2,024</b>
<b>VOLLEYBALL</b>	<b>HEAD COACH</b>	<b>0.0797</b>	<b>\$3,151</b>
	<b>ASSISTANT*</b>	<b>0.0512</b>	<b>\$2,024</b>
<b>ALL OTHER SPORTS</b>	<b>HEAD COACH*</b>	<b>0.0681</b>	<b>\$2,692</b>
	<b>ASSISTANT*</b>	<b>0.0440</b>	<b>\$1,740</b>
<b>ATHLETIC DIRECTOR</b>		<b>0.1400</b>	<b>\$5,535</b>
<b>ATHLETIC FACILITY SUPPORT (FALL/WINTER/SPRING/SUMMER)</b>		<b>0.0440</b>	<b>\$1,740</b>
<b>CHEERLEADER HEAD COACH (FALL &amp; WINTER SPORTS)</b>		<b>0.0469</b>	<b>\$1,854</b>
<b>CHEERLEADER ASST. COACH (FALL &amp; WINTER SPORTS)</b>		<b>0.0211</b>	<b>\$834</b>
<b>II. MIDDLE SCHOOL</b>			
<b>FOOTBALL</b>	<b>HEAD COACH</b>	<b>0.0343</b>	<b>\$1,356</b>
	<b>ASSISTANT*</b>	<b>0.0237</b>	<b>\$937</b>
<b>BASKETBALL</b>	<b>HEAD COACH</b>	<b>0.0343</b>	<b>\$1,356</b>
	<b>ASSISTANT*</b>	<b>0.0237</b>	<b>\$937</b>
<b>SOFTBALL</b>	<b>HEAD COACH</b>	<b>0.0343</b>	<b>\$1,356</b>
	<b>ASSISTANT*</b>	<b>0.0237</b>	<b>\$937</b>
<b>VOLLEYBALL</b>	<b>HEAD COACH</b>	<b>0.0343</b>	<b>\$1,356</b>
	<b>ASSISTANT*</b>	<b>0.0237</b>	<b>\$937</b>
<b>ATHLETIC DIRECTOR</b>		<b>0.0500</b>	<b>\$1,977</b>
<b>ALL OTHER SPORTS*</b>		<b>0.0198</b>	<b>\$783</b>
<b>CHEERLEADER COACH (FALL &amp; WINTER SPORTS)</b>		<b>0.0198</b>	<b>\$783</b>
<b>INTRAMURAL SPORTS - (AFTER SCHOOL, 2-FALL/2-SPRING)*</b>		<b>0.0198</b>	<b>\$783</b>

To be approved at the discretion of the Superintendent or his designee based upon an adequate number of participants and

An individual who completes five consecutive years in the same supplemental position, shall receive an additional 15% adjustment to the base supplement amount for that position beginning the sixth year and continuing

Effective: Upon ratification of the contract. Supplements will not receive retro-active pay.

Adopted: January 27, 2015

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**HENDRY DISTRICT SCHOOLS**  
**PERSONAL LEAVE REQUEST FORM Instructional & Non-instructional**

**Name**

**Employee ID**

**Work Location**

**Reason for Requested Personal Leave:**

**Requestor Signature (Required for all Personal Leave)**

**Date**

**Principal Signature: \_**

**Superintendent's Signature:**

**Date: \_**

**Disapproved**

**Date: \_**

**(This request must be attached to a Leave/TDE Application CFD00001)**

**CSD00629**